

U.S. Embassy Islamabad Contracting Activity

April 19, 2022

To: Prospective Offerors:

SUBJECT: Solicitation Number 19PK33-22-Q-6045 Provide Make-ready Services for residences located in various sectors of Islamabad.

The Embassy of the United States of America invites you to submit a quotation for Make-Ready (minor maintenance) Services for Embassy Residences.

The U.S. Government intends to award contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions. However, we may hold discussions with companies in the competitive range if there is a need to do so.

Proposals are due by May 24, 2022 at or before 1500 hrs local time. Please mark the sealed envelope "Quotation Enclosed (19PK33-22-Q-6045)" and address to GSO Procurement, American Embassy, Ramna-5, Islamabad.

There may be multiple awards against this solicitation.

In order for a quotation to be considered, you must also complete and submit the following:

- 1. SF-1449 duly filled, signed by the quoter
- 2. Section 1, Pricing
- 3. Section 5, Representations and Certifications
- 4. 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).
- 5. 52.204-26 Covered Telecommunications Equipment or Services Representation (Oct-2020).
- 6. Additional information as required in Section 3
- 7. Exhibits

Direct any questions regarding this solicitation to Contracting Officer, GSO-Procurement and Contracting Unit by email at <u>Islamabad-GSO-Contracting@State.gov</u> or by telephone at 051-201-5464 during regular business hours.

Sincerely,

Sandra V. Pizarro Contracting Officer for the United States of America

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				REQUISITION NUMBER PRXXXXXXXXX			PAGE 10		
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AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER S- 19PK33-22-Q-6045 PRICES, BLOCK 23

The U.S. Embassy Islamabad requires maintenance services (minor) for U.S. Government owned and/or leased properties located in different sectors of Islamabad, in a professional manner in accordance with Statement of Work (SOW). The contract type is Indefinite Delivery Indefinite Quantity (IDIQ) with a firm fixed unit price for maintenance services. These rates include all costs associated with providing the requested services including labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit (except government furnished supplies/equipment). The contract will be for a one-year period, with two one- year optional period of performance.

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this IDIQ contract is to provide maintenance services for the U.S. Government owned and/or leased properties located in different sectors of Islamabad accordance with Section-1 Statement of Work.
- B. The contract will be for a one-year period from the date of the contract award, with two one-year options. For each effective year of the contract, the U.S. Government guarantees a minimum order of PKR 2,000,000 worth of services. The maximum amount of services ordered under each year of the contract will not exceed PKR 40,000,000 worth of services

2. PRICING

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm

Currency: Pricing and Payment shall be made in the local currency (PKR); however, US firms may submit proposal for payment in US dollars.

2.1 BASE YEAR PRICES (June 15, 2022 to June 14, 2023)

The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices and estimated quantities are:

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
1	Clean old paint, repair plaster, prime and smooth surface,			1,500	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	apply (two) coats of (emulsion) interior paint on walls and ceiling.				
2	Clean old paint, smooth surface, and apply (two) coats of (emulsion) paint on walls and ceiling.	Square meter		3,000	
3	Clean old paint, smooth surface, and apply (one) coats of (emulsion) paint on walls and ceiling.	Square meter		2,000	
4	Painting walls and ceiling, one coat, (oil-based) paint, glossy finish, in kitchens and bathrooms, following surface preparation.	Square meter		500	
5	Painting walls and ceiling, two coat, (oil-based) paint, glossy finish, in kitchens and bathrooms, following surface preparation.	Square meter		400	
6	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation.	Linear meter		1000	
7	Painting window grills, spikes and metal work, one coat, (oilbased) paint, (glossy) finish, following surface preparation. The grill is made of 1/2" square bar @ 6"x6" O.C.	Square meter		500	
8	Painting of damaged surfaces (resin or plastic-based paint/Kitz or equal).	Square meter		100	
9	Varnishing/shellacking of woodwork, following surface preparation.	Square meter		500	
10	Removal of wallpaper.	Square meter		50	
11	Textured Surfaces preparatory work, interior and exterior.	Square meter		1,500	
12	Painting of textured surfaces, one coat (oil-based) paint, (glossy) finish.	Square meter		1,500	
13	Clean old paint, repair plaster, prime and smooth surface, apply (two) coats of weather shield paint on exterior of the house.	Square meter		2,000	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
14	Clean old paint, smooth surface, and apply (one) coats of weather shield paint on exterior of the house.	Square meter		2,000	
15	Painting of textured surfaces, graphics (locally called rock wall) or similar on wall/façade surfaces - Remove bubbled/loose graphics, clean and top dress related areas with the former color tone using brushes/rollers, then coat with same graphic material.	Square meter		2,000	
16	Install new electrical water heater (Embassy provided) with 6" high stand steel fabricated (1.5"x1.5" MS angle, black painted) or cast concrete, 3 each valve (kitz grade-1) 3/4" size, 3 each union 3/4", all other accessories such as tees, elbow, barrel nipples, and pipe 3/4" about 10 feet. Electrical connection from heater to main electrical panel from 75 to 200 feet of 4mm² Pakistan cable, in Schedule 40 PVC conduit, grounding wire, 16 Amp beaker for DB and exterior grade 10mA residual current disconnect devise near the heater. Contractor will install Temperature and Pressure relief Valve (TPRV) with test lever and rigid metal drain piping to direct discharge between 6-8" from the floor and directed away from heater.	each		100	
16.1	Provide a cover for protection from the weather. On rooftops provide galvanized iron sheet with angle iron bracing to cover over heater. The cover shall be attached with wall to hang over the heater and shall be painted to match the color of the wall. On ground level a 3 sided enclosure shall be constructed with a roof and	each		100	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
16.1A	two side walls, open in front, large enough to allow maintenance work to be performed. The style and color of the enclosure shall match that of the residence For only cover (without walls) for two heaters, the size is 6'x4', 1½" angle frame and 16 SWG sheet over it. Attached with wall with 6 anchor bolts (size 4" inch long ½" diameter). Clean, prime and paint all metal parts For one heater, the size is 3'x4', 1½" angle frame and 16 SWG sheet over it. Anchor with wall with 4 anchor bolts (size 4" inch long ½" diameter). Clean, prime and paint all metal parts	Each		10	
16.2	Provide a cover over the heater to protect from the weather. On ground level a 3 sided enclosure shall be constructed with a roof and two side walls, open in front, large enough to allow maintenance work to be performed. The style and color of the enclosure shall match that of the residence.	Each		40	
16.2A	construction will be of brick (first class PESHAWAR BRICKS) wall 4" thick, both side plaster (cement sand ration 1:3) and paint (surface prep, two coats) to match with house exterior paint. The size is 4' deep, 6' wide to house two heaters. Construction will be of brick (first class PESHAWAR BRICKS) wall 4" thick, both side plaster (cement sand ration 1:3) and paint (surface prep, two coats) to match with house exterior paint. The size is 4' deep, 4' wide to house one heater	Each		20	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
17	Install water filter (Embassy provided) on water pump supply line from underground to roof water tank.	each		50	
17.1	Provide and install metal table 4'x2"x2'-6", made of 1"x1" MS angle frame, 1 ½"x 1 ½" MS angle legs (4 each) with bracing of same size angle. Install MS sheet 18SWG sheet one at top and one midway for shelf. Provide C shaped splash guard made from 18SWG with 1/2"x1/2" MS angle attached to base for stability. Clean, prep and apply on oil based primer and two coats compatible acrylic paint.	each		25	
17.2	Provide and install small metal shed (with 20SWG sheet, MS angle 1"x1"x1/8" angle frame and legs) over pressure pump and monoblock pump (approximate size 3'x3'x3' high).	each		10	
18	Electrical services (see Section C.2.6)	Square meter		500	
18.1	Provide and install earthing rod 3/4" thick and 8' feet long, copper with 16mm thick ground wire, properly bonded, up to main distribution panel and to main disconnect switch; approximate length of cable 30 meter. Measure ground resistance at the ground rod and report reading to COR. If reading is greater than 20Ohms an additional rod may be required.	job		25	
18.2	Replace old sockets and switches. Provide and install SOKO/EURO type two with ground (Clipsal-Australia) including box and repairs around. All sockets and switched are to be recessed into the wall, exceptions made on a case-by-case bases.	each		50	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
18.3	Replace breakers. Provide and install breakers (Legrand) 20Amp in the panel.	each		25	
18.4	Replace breakers. Provide and install breakers (Legrand) 16Amp in the panel.	each		25	
18.5	Provide and install ground wires 2.5mm ² (Pakistan cable) from sockets to sockets including dura duct size 3/4" (approximate length 25feet).	each		5	
18.6	Provide and install electric circuit with wire 4mm ² (Pakistan cable) from main panel including ground wire to the required location in the room in existing conduit.	Linear meter		25	
18.7	Provide and install electric circuit with wire 4mm² (Pakistan cable) from main panel to the required location including schedule 40 PVC electric conduit with schedule 80 fittings, hangers, and clips etc. Dura duct size 3/4" may be used where on the wall circuit is required.	Linear meter		20	
18.7.1	Same as item 18.7 but 6mm ² wire	Linear meter		20	
18.7.2	Same as item 18.7 but 10mm ²	Linear		20	
18.8	wire Provide and install electric circuit with wire 2.5mm² (Pakistan cable) from main panel to the required location including schedule 40 PVC electric conduit with schedule 80 fittings, hangers, clips and junction box etc., drilling of whole in walls or ceiling to pass the circuit, recessed in walls, repairs to the wall or ceiling. Dura duct size 3/4" may be used where required over the wall.	meter Linear meter		500	
18.9	Provide direct connection of pumps and electric water heater from GFCI breaker installed by Embassy. Cables 4mm² to be run in flexible	Linear meter		20	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	metal conduit or sch 40 conduit recessed into walls/floors to greatest extent possible.				
18.10	Install recessed GFCIs (Embassy provided), 10mA tripping, 16Amp sockets including wires.	each		50	
18.11	Provide and install auto switch for water pumps and deep well pump. (RADAR Liquid level control switch ST-70ab. Made in Taiwan)	each		10	
18.12	Provide and install exhaust fan metal body 8" inch size with louvers (Pak Fan) and insect screen, patch and refinish surrounding surfaces as needed.	each		5	
18.13	Provide and install ceiling fan 56" (Pak fan) and dimmer switch.	each		5	
18.14	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old two tube 36W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	
18.15	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old single tube 36W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	
18.16	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old two tube 18W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
18.17	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old single tube 18W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	
18.18	Provide and install FICO disconnect switch 100Amp on wall near ATS panel.	each		5	
18.19	Mark all panels, distribution boards, circuit breakers, & outlets for correct label (English and Urdu) for identification and troubleshooting purposes. Embassy will provide standard template to use.	Job		25	
18.20	Provide and install door bell (dingdong) locally available. Bell push shall be near at the main entrance door.	each		5	
18.21	Provide and install electric circuit with wire 4mm² (Pakistan cable) from main panel to the required location including schedule 40 PVC electric conduit with schedule 80 fittings, hangers, clips and junction box etc., drilling of whole in walls or ceiling to pass the circuit, recessed in walls, repairs to the wall or ceiling. Dura duct size 3/4" may be used where required over the wall.	Each		25	
19	HVAC services (see Section C.2.7)	Square meter		3,500	
19.1	Repair or replace the existing split type air conditioning units. Electronic circuit/blower motor/fan motor, AC split pack unit (indoor or out door or both) in a case where a replacement requires shall be provided by Embassy. Contractor shall provide copper piping,	each		100	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	ducting, insulation and all items required to complete the job.				
19.2	Gas charging to air conditioning (split type) units. Note- No R22 units.	each		40	
19.3	Provide and install coated metal tray (size 1'-6"x3') under outdoor units with drain. Extend water outlet to the nearest drain. (approximate size of pipe 3/4" length 10 feet)	each		8	
19.4	Replace AC drain with new 3/4" PVC pipe BETA exterior grade pipe.	Linear meter		15	
19.5	Install Embassy supplied split unit air conditioners. Includes the dismantling of existing unit if there is one. All plumbing work related to air conditioners shall be performed by the contractor by using standard quality material. All material required for air conditioners (Refrigerant gas, pipe insulation, aero flex pipes, PVC pipe) shall be USA made and provided by contractor. Batteries of AC shall be replaced only with good quality, and remotes shall be installed in proper places with screw. All air conditioner drains shall be channelized in pipes to proper main holes. Pipes shall not be exposed on walk ways.	each		15	
19.6	Provide and install remote control batteries AA or AAA Duracell	each		100	
19.7	Rewire all A.C power cables in metal flex conduit separately from AC unit to nearest junction box (Existing power cables are wrapped with duct tape along with refrigerants pipes altogether).	Linear meter		100	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
19.8	Replace old insulation on suction line with new insulation and cladding where exposed.	Linear meter		100	
20	Carpentry services (see Section C.2.8)	Square meter		3,500	
20.1	Provide and install weather strip 2" wide, 1/4" thick rubber on all exterior doors.	each		20	
20.2	Provide and install lock on doors. Lock shall be BAGATI 500, or YANK knob lock, or AM FAULTLESS high grade locks hand type.	each		10	
20.3	Install lock on exit doors. (Embassy shall provide lock).	each		10	
20.4	Provide and install cabinets (kitchen or closets). Locks not required.	each		10	
20.5	Provide and install mesh screen of aluminum/wooden windows, repair latch and hinges	Square meter		50	
20.6	Provide and install door stopper (heavy duty, best quality)	each		15	
20.7	Provide and install door handles and hinges on cabinets and closets. (heavy duty, best quality)	each		15	
20.8	Repairs of doors and door frames, interior and exterior.	each		20	
20.9	Repairs doors that includes replacement of top plywood on both side 1/8" thick.	each		10	
20.10	Provide and replace architrave for doors and windows	Linear meter		25	
20.11	Provide and replace base board (wooden)	Linear meter		25	
20.12	Provide and install windows blinds, aluminum (blinds shall be Butterfly blinds)	Square meter		10	
20.13	Provide and install D-type curtain railing on all windows with double rod (aluminum) including fitting and accessories. Base shall be of deodar	Linear meter		40	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
20.14	Provide and install drawer's rail including accessories. The rail shall be best quality	each		20	
20.15	Replace window glass 5mm thick clear or tinted glass including fitting.	Square meter		10	
21	Roofing services (see Section C.2.9)	Square meter		1,000	
22	Gardening services (see Section C.2.10)	Square meter		1,500	
23	Masonry services (see Section C.2.11)	Square meter		1,500	
24	General Mechanical services (see Section C.2.12)	Square meter		1,500	
25	Safety Equipment services (see Section C.2.13)	Square meter		2,000	
25.1	Install smoke detectors where instructed. Embassy shall provide smoke detectors.	each		25	
26	Plumbing Services (see section C.2.5)	Square meter		1,500	
26.1	Install Embassy supplied plumbing fixtures (bathtub, shower pan, toilet, sink, shower/faucet complete set).	Each		10	
27	Pressure washing of driveways, walk ways and exterior walls	Square meter		1,500	
28	Install hold-open devise for vehicle access gate	each		10	
29	The china cupboards and office desks hutches must be fastened to the base in two locations at the back of the unit using metal mending plates and screws.	each		25	
30	Anchor dressing mirror on wall upright centered over dresser. Confirm location with POC.	each		25	
31	Install slip resistance material on internal stairs steps.	Linear meter		50	
32	Yearly Workers' Compensation Insurance (Defense Base Act)	Per Year			l
	Total of	all line-item	ns prices:		

*This amount is based on total estimated Government requirements. If more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less. Quantities are based on estimates and may vary actually.

MINIMUM AND MAXIMUM AMOUNTS

For each effective year of the contract, the U.S. Government guarantees a minimum order of PKR 2,000,000 worth of services. The maximum amount of services ordered under each year of the contract will not exceed PKR 40,000,000 worth of services

2.2 FIRST OPTION YEAR PRICES (June 15, 2023 to June 14, 2024)

The Contractor shall provide the services shown below for the first option year of the contract, starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices and estimated quantities are:

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
1	Clean old paint, repair plaster, prime and smooth surface, apply (two) coats of (emulsion) interior paint on walls and ceiling.	Square meter		1,500	
2	Clean old paint, smooth surface, and apply (two) coats of (emulsion) paint on walls and ceiling.	Square meter		3,000	
3	Clean old paint, smooth surface, and apply (one) coats of (emulsion) paint on walls and ceiling.	Square meter		2,000	
4	Painting walls and ceiling, one coat, (oil-based) paint, glossy finish, in kitchens and bathrooms, following surface preparation.	Square meter		500	
5	Painting walls and ceiling, two coat, (oil-based) paint, glossy finish, in kitchens and bathrooms, following surface preparation.	Square meter		400	
6	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation.	Linear meter		1000	

^{**}Pakistani Rupee,

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
7	Painting window grills, spikes and metal work, one coat, (oilbased) paint, (glossy) finish, following surface preparation. The grill is made of 1/2" square bar @ 6"x6" O.C.	Square meter		500	
8	Painting of damaged surfaces (resin or plastic-based paint/Kitz or equal).	Square meter		100	
9	Varnishing/shellacking of woodwork, following surface preparation.	Square meter		500	
10	Removal of wallpaper.	Square meter		50	
11	Textured Surfaces preparatory work, interior and exterior.	Square meter		1,500	
12	Painting of textured surfaces, one coat (oil-based) paint, (glossy) finish.	Square meter		1,500	
13	Clean old paint, repair plaster, prime and smooth surface, apply (two) coats of weather shield paint on exterior of the house.	Square meter		2,000	
14	Clean old paint, smooth surface, and apply (one) coats of weather shield paint on exterior of the house.	Square meter		2,000	
15	Painting of textured surfaces, graphics (locally called rock wall) or similar on wall/façade surfaces - Remove bubbled/loose graphics, clean and top dress related areas with the former color tone using brushes/rollers, then coat with same graphic material.	Square meter		2,000	
16	Install new electrical water heater (Embassy provided) with 6" high stand steel fabricated (1.5"x1.5" MS angle, black painted) or cast concrete, 3 each valve (kitz grade-1) 3/4" size, 3 each union 3/4", all other accessories such as tees, elbow, barrel nipples, and pipe 3/4" about 10 feet. Electrical connection from heater to main electrical panel from 75	each		100	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
16.1	to 200 feet of 4mm² Pakistan cable, in Schedule 40 PVC conduit, grounding wire, 16 Amp beaker for DB and exterior grade 10mA residual current disconnect devise near the heater. Contractor will install Temperature and Pressure relief Valve (TPRV) with test lever and rigid metal drain piping to direct discharge between 6-8" from the floor and directed away from heater.	1.		100	
16.1	Provide a cover for protection from the weather. On rooftops provide galvanized iron sheet with angle iron bracing to cover over heater. The cover shall be attached with wall to hang over the heater and shall be painted to match the color of the wall. On ground level a 3 sided enclosure shall be constructed with a roof and two side walls, open in front, large enough to allow maintenance work to be performed. The style and color of the enclosure shall match that of the residence For only cover (without walls) for two heaters, the size is 6'x4', 1½" angle frame and 16 SWG sheet over it. Attached with wall with 6 anchor bolts (size 4" inch long ½" diameter). Clean, prime and paint all metal parts	each		100	
16.1A	For one heater, the size is 3'x4', 1½" angle frame and 16 SWG sheet over it. Anchor with wall with 4 anchor bolts (size 4" inch long ½" diameter). Clean, prime and paint all metal parts	Each		10	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
16.2	Provide a cover over the heater to protect from the weather. On ground level a 3 sided enclosure shall be constructed with a roof and two side walls, open in front, large enough to allow maintenance work to be performed. The style and color of the enclosure shall match that of the residence.	Eagh		40	
16.2A	construction will be of brick (first class PESHAWAR BRICKS) wall 4" thick, both side plaster (cement sand ration 1:3) and paint (surface prep, two coats) to match with house exterior paint. The size is 4' deep, 6' wide to house two heaters. Construction will be of brick (first class PESHAWAR BRICKS) wall 4" thick, both side plaster (cement sand ration 1:3) and paint (surface prep, two coats) to match with house exterior paint. The size is 4' deep, 4' wide to house one heater	Each Each		20	
17	Install water filter (Embassy provided) on water pump supply line from underground to roof water tank.	each		50	
17.1	Provide and install metal table 4'x2"x2'-6", made of 1"x1" MS angle frame, 1 ½"x 1 ½" MS angle legs (4 each) with bracing of same size angle. Install MS sheet 18SWG sheet one at top and one midway for shelf. Provide C shaped splash guard made from 18SWG with 1/2"x1/2" MS angle attached to base for stability. Clean, prep and apply on oil based primer and two coats compatible acrylic paint.	each		25	
17.2	Provide and install small metal shed (with 20SWG sheet, MS angle 1"x1"x1/8" angle frame and legs) over pressure pump	each		10	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	and monoblock pump (approximate size 3'x3'x3' high).				
18	Electrical services (see Section C.2.6)	Square meter		500	
18.1	Provide and install earthing rod 3/4" thick and 8' feet long, copper with 16mm thick ground wire, properly bonded, up to main distribution panel and to main disconnect switch; approximate length of cable 30 meter. Measure ground resistance at the ground rod and report reading to COR. If reading is greater than 20Ohms an additional rod may be required.	job		25	
18.2	Replace old sockets and switches. Provide and install SOKO/EURO type two with ground (Clipsal-Australia) including box and repairs around. All sockets and switched are to be recessed into the wall, exceptions made on a case-by-case bases.	each		50	
18.3	Replace breakers. Provide and install breakers (Legrand) 20Amp in the panel.	each		25	
18.4	Replace breakers. Provide and install breakers (Legrand) 16Amp in the panel.	each		25	
18.5	Provide and install ground wires 2.5mm² (Pakistan cable) from sockets to sockets including dura duct size 3/4" (approximate length 25feet).	each		5	
18.6	Provide and install electric circuit with wire 4mm ² (Pakistan cable) from main panel including ground wire to the required location in the room in existing conduit.	Linear meter		25	
18.7	Provide and install electric circuit with wire 4mm² (Pakistan cable) from main panel to the required location including schedule 40 PVC	Linear meter		20	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	electric conduit with schedule 80 fittings, hangers, and clips etc. Dura duct size 3/4" may be used where on the wall circuit is required.				
18.7.1	Same as item 18.7 but 6mm ² wire	Linear meter		20	
18.7.2	Same as item 18.7 but 10mm ² wire	Linear meter		20	
18.8	Provide and install electric circuit with wire 2.5mm ² (Pakistan cable) from main panel to the required location including schedule 40 PVC electric conduit with schedule 80 fittings, hangers, clips and junction box etc., drilling of whole in walls or ceiling to pass the circuit, recessed in walls, repairs to the wall or ceiling. Dura duct size 3/4" may be used where required over the wall.	Linear meter		500	
18.9	Provide direct connection of pumps and electric water heater from GFCI breaker installed by Embassy. Cables 4mm² to be run in flexible metal conduit or sch 40 conduit recessed into walls/floors to greatest extent possible.	Linear meter		20	
18.10	Install recessed GFCIs (Embassy provided), 10mA tripping, 16Amp sockets including wires.	each		50	
18.11	Provide and install auto switch for water pumps and deep well pump. (RADAR Liquid level control switch ST-70ab. Made in Taiwan)	each		10	
18.12	Provide and install exhaust fan metal body 8" inch size with louvers (Pak Fan) and insect screen, patch and refinish surrounding surfaces as needed.	each		5	
18.13	Provide and install ceiling fan 56" (Pak fan) and dimmer switch.	each		5	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
18.14	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old two tube 36W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	
18.15	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old single tube 36W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	
18.16	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old two tube 18W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	
18.17	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old single tube 18W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	
18.18	Provide and install FICO disconnect switch 100Amp on wall near ATS panel.	each		5	
18.19	Mark all panels, distribution boards, circuit breakers, & outlets for correct label (English and Urdu) for identification and troubleshooting purposes. Embassy will provide standard template to use.	Job		25	
18.20	Provide and install door bell (dingdong) locally available.	each		5	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	Bell push shall be near at the main entrance door.				
	Provide and install electric circuit with wire 4mm² (Pakistan cable) from main panel to the required location including schedule 40 PVC electric conduit with schedule 80 fittings, hangers, clips and junction box etc., drilling of whole in walls or ceiling to pass the circuit, recessed in walls, repairs to the wall or ceiling. Dura duct size 3/4"				
10.21	may be used where required	- 1		2.5	
18.21	over the wall.	Each		25	
19	HVAC services (see Section C.2.7)	Square meter		3,500	
19.1	Repair or replace the existing split type air conditioning units. Electronic circuit/blower motor/fan motor, AC split pack unit (indoor or out door or both) in a case where a replacement requires shall be provided by Embassy. Contractor shall provide copper piping, ducting, insulation and all items required to complete the job.	each		100	
19.2	Gas charging to air conditioning (split type) units. Note- No R22 units.	each		40	
19.3	Provide and install coated metal tray (size 1'-6"x3') under outdoor units with drain. Extend water outlet to the nearest drain. (approximate size of pipe 3/4" length 10 feet)	each		8	
19.4	Replace AC drain with new 3/4" PVC pipe BETA exterior grade pipe.	Linear meter		15	
19.5	Install Embassy supplied split unit air conditioners. Includes the dismantling of existing unit if there is one. All plumbing work related to air conditioners shall be	each		15	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	performed by the contractor by using standard quality material. All material required for air conditioners (Refrigerant gas, pipe insulation, aero flex pipes, PVC pipe) shall be USA made and provided by contractor. Batteries of AC shall be replaced only with good quality, and remotes shall be installed in proper places with screw. All air conditioner drains shall be channelized in pipes to proper main holes.				Price
	Pipes shall not be exposed on walk ways.				
19.6	Provide and install remote control batteries AA or AAA Duracell	each		100	
19.7	Rewire all A.C power cables in metal flex conduit separately from AC unit to nearest junction box (Existing power cables are wrapped with duct tape along with refrigerants pipes altogether).	Linear meter		100	
19.8	Replace old insulation on suction line with new insulation and cladding where exposed.	Linear meter		100	
20	Carpentry services (see Section C.2.8)	Square meter		3,500	
20.1	Provide and install weather strip 2" wide, 1/4" thick rubber on all exterior doors.	each		20	
20.2	Provide and install lock on doors. Lock shall be BAGATI 500, or YANK knob lock, or AM FAULTLESS high grade locks hand type.	each		10	
20.3	Install lock on exit doors. (Embassy shall provide lock).	each		10	
20.4	Provide and install cabinets (kitchen or closets). Locks not required.	each		10	
20.5	Provide and install mesh screen of aluminum/wooden windows, repair latch and hinges	Square meter		50	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
20.6	Provide and install door stopper (heavy duty, best quality)	each		15	
20.7	Provide and install door handles and hinges on cabinets and closets. (heavy duty, best quality)	each		15	
20.8	Repairs of doors and door frames, interior and exterior.	each		20	
20.9	Repairs doors that includes replacement of top plywood on both side 1/8" thick.	each		10	
20.10	Provide and replace architrave for doors and windows	Linear meter		25	
20.11	Provide and replace base board (wooden)	Linear meter		25	
20.12	Provide and install windows blinds, aluminum (blinds shall be Butterfly blinds)	Square meter		10	
20.13	Provide and install D-type curtain railing on all windows with double rod (aluminum) including fitting and accessories. Base shall be of deodar	Linear meter		40	
20.14	Provide and install drawer's rail including accessories. The rail shall be best quality	each		20	
20.15	Replace window glass 5mm thick clear or tinted glass including fitting.	Square meter		10	
21	Roofing services (see Section C.2.9)	Square meter		1,000	
22	Gardening services (see Section C.2.10)	Square meter		1,500	
23	Masonry services (see Section C.2.11)	Square meter		1,500	
24	General Mechanical services (see Section C.2.12)	Square meter		1,500	
25	Safety Equipment services (see Section C.2.13)	Square meter		2,000	
25.1	Install smoke detectors where instructed. Embassy shall provide smoke detectors.	each		25	
26	Plumbing Services (see section C.2.5)	Square meter		1,500	
26.1	Install Embassy supplied plumbing fixtures (bathtub,	Each		10	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	shower pan, toilet, sink, shower/faucet complete set).				
27	Pressure washing of driveways, walk ways and exterior walls	Square meter		1,500	
28	Install hold-open devise for vehicle access gate	each		10	
29	The china cupboards and office desks hutches must be fastened to the base in two locations at the back of the unit using metal mending plates and screws.	each		25	
30	Anchor dressing mirror on wall upright centered over dresser. Confirm location with POC.	each		25	
31	Install slip resistance material on internal stairs steps.	Linear meter		50	
32	Yearly Workers' Compensation Insurance (Defense Base Act)	Per Year			
	Total of	ns prices:			

^{*}This amount is based on total estimated Government requirements. If more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less. Quantities are based on estimates and may vary actually.

**Pakistani Rupee

MINIMUM AND MAXIMUM AMOUNTS

For each effective year of the contract, the U.S. Government guarantees a minimum order of PKR 2,000,000 worth of services. The maximum amount of services ordered under each year of the contract will not exceed PKR 40,000,000 worth of services

2.3 SECOND OPTION YEAR PRICES (June 15, 2024 to June 14, 2025)

The Contractor shall provide the services shown below for the second option year of the contract, starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices and estimated quantities are:

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
1	Clean old paint, repair plaster, prime and smooth surface, apply (two) coats of (emulsion) interior paint on walls and ceiling.	Square meter		1,500	
2	Clean old paint, smooth surface, and apply (two) coats of (emulsion) paint on walls and ceiling.	Square meter		3,000	
3	Clean old paint, smooth surface, and apply (one) coats of (emulsion) paint on walls and ceiling.	Square meter		2,000	
4	Painting walls and ceiling, one coat, (oil-based) paint, glossy finish, in kitchens and bathrooms, following surface preparation.	Square meter		500	
5	Painting walls and ceiling, two coat, (oil-based) paint, glossy finish, in kitchens and bathrooms, following surface preparation.	Square meter		400	
6	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation.	Linear meter		1000	
7	Painting window grills, spikes and metal work, one coat, (oilbased) paint, (glossy) finish, following surface preparation. The grill is made of 1/2" square bar @ 6"x6" O.C.	Square meter		500	
8	Painting of damaged surfaces (resin or plastic-based paint/Kitz or equal).	Square meter		100	
9	Varnishing/shellacking of woodwork, following surface preparation.	Square meter		500	
10	Removal of wallpaper.	Square meter		50	
11	Textured Surfaces preparatory work, interior and exterior.	Square meter		1,500	
12	Painting of textured surfaces, one coat (oil-based) paint, (glossy) finish.	Square meter		1,500	
13	Clean old paint, repair plaster, prime and smooth surface, apply (two) coats of weather	Square meter		2,000	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	shield paint on exterior of the house.				
14	Clean old paint, smooth surface, and apply (one) coats of weather shield paint on exterior of the house.	Square meter		2,000	
15	Painting of textured surfaces, graphics (locally called rock wall) or similar on wall/façade surfaces - Remove bubbled/loose graphics, clean and top dress related areas with the former color tone using brushes/rollers, then coat with same graphic material.	Square meter		2,000	
16	Install new electrical water heater (Embassy provided) with 6" high stand steel fabricated (1.5"x1.5" MS angle, black painted) or cast concrete, 3 each valve (kitz grade-1) 3/4" size, 3 each union 3/4", all other accessories such as tees, elbow, barrel nipples, and pipe 3/4" about 10 feet. Electrical connection from heater to main electrical panel from 75 to 200 feet of 4mm² Pakistan cable, in Schedule 40 PVC conduit, grounding wire, 16 Amp beaker for DB and exterior grade 10mA residual current disconnect devise near the heater. Contractor will install Temperature and Pressure relief Valve (TPRV) with test lever and rigid metal drain piping to direct discharge between 6-8" from the floor and directed away from heater.	each		100	
16.1	Provide a cover for protection from the weather. On rooftops provide galvanized iron sheet with angle iron bracing to cover over heater. The cover shall be attached with wall to hang over the heater and shall be painted to match the color	each		100	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	of the wall. On ground level a 3 sided enclosure shall be constructed with a roof and two side walls, open in front, large enough to allow maintenance work to be performed. The style and color of the enclosure shall match that of the residence For only cover (without walls) for two heaters, the size is 6'x4', 1½" angle frame and 16 SWG sheet over it. Attached with wall with 6 anchor bolts (size 4" inch long ½" diameter). Clean, prime and paint all metal parts				
16.1A	For one heater, the size is 3'x4', 1½" angle frame and 16 SWG sheet over it. Anchor with wall with 4 anchor bolts (size 4" inch long ½" diameter). Clean, prime and paint all metal parts	Each		10	
16.2	Provide a cover over the heater to protect from the weather. On ground level a 3 sided enclosure shall be constructed with a roof and two side walls, open in front, large enough to allow maintenance work to be performed. The style and color of the enclosure shall match that of the residence.	Each		40	
16.2A	construction will be of brick (first class PESHAWAR BRICKS) wall 4" thick, both side plaster (cement sand ration 1:3) and paint (surface prep, two coats) to match with house exterior paint. The size is 4' deep, 6' wide to house two heaters. Construction will be of brick (first class PESHAWAR BRICKS) wall 4" thick, both side plaster (cement sand ration 1:3) and paint (surface prep, two coats) to match with	Each		20	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	house exterior paint. The size is 4' deep, 4' wide to house one heater				
17	Install water filter (Embassy provided) on water pump supply line from underground to roof water tank.	each		50	
17.1	Provide and install metal table 4'x2"x2'-6", made of 1"x1" MS angle frame, 1 ½"x 1 ½" MS angle legs (4 each) with bracing of same size angle. Install MS sheet 18SWG sheet one at top and one midway for shelf. Provide C shaped splash guard made from 18SWG with 1/2"x1/2" MS angle attached to base for stability. Clean, prep and apply on oil based primer and two coats compatible acrylic paint.	each		25	
17.2	Provide and install small metal shed (with 20SWG sheet, MS angle 1"x1"x1/8" angle frame and legs) over pressure pump and monoblock pump (approximate size 3'x3'x3' high).	each		10	
18	Electrical services (see Section C.2.6)	Square meter		500	
18.1	Provide and install earthing rod 3/4" thick and 8' feet long, copper with 16mm thick ground wire, properly bonded, up to main distribution panel and to main disconnect switch; approximate length of cable 30 meter. Measure ground resistance at the ground rod and report reading to COR. If reading is greater than 20Ohms an additional rod may be required.	job		25	
18.2	Replace old sockets and switches. Provide and install SOKO/EURO type two with ground (Clipsal-Australia) including box and repairs around. All sockets and switched are to be recessed	each		50	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	into the wall, exceptions made on a case-by-case bases.				
18.3	Replace breakers. Provide and install breakers (Legrand) 20Amp in the panel.	each		25	
18.4	Replace breakers. Provide and install breakers (Legrand) 16Amp in the panel.	each		25	
18.5	Provide and install ground wires 2.5mm ² (Pakistan cable) from sockets to sockets including dura duct size 3/4" (approximate length 25feet).	each		5	
18.6	Provide and install electric circuit with wire 4mm ² (Pakistan cable) from main panel including ground wire to the required location in the room in existing conduit.	Linear meter		25	
18.7	Provide and install electric circuit with wire 4mm² (Pakistan cable) from main panel to the required location including schedule 40 PVC electric conduit with schedule 80 fittings, hangers, and clips etc. Dura duct size 3/4" may be used where on the wall circuit is required.	Linear meter		20	
18.7.1	Same as item 18.7 but 6mm ² wire	Linear meter		20	
18.7.2	Same as item 18.7 but 10mm ² wire	Linear meter		20	
18.8	Provide and install electric circuit with wire 2.5mm ² (Pakistan cable) from main panel to the required location including schedule 40 PVC electric conduit with schedule 80 fittings, hangers, clips and junction box etc., drilling of whole in walls or ceiling to pass the circuit, recessed in walls, repairs to the wall or ceiling. Dura duct size 3/4" may be used where required over the wall.	Linear meter		500	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
18.9	Provide direct connection of pumps and electric water heater from GFCI breaker installed by Embassy. Cables 4mm² to be run in flexible metal conduit or sch 40 conduit recessed into walls/floors to greatest extent possible.	Linear meter		20	
18.10	Install recessed GFCIs (Embassy provided), 10mA tripping, 16Amp sockets including wires.	each		50	
18.11	Provide and install auto switch for water pumps and deep well pump. (RADAR Liquid level control switch ST-70ab. Made in Taiwan)	each		10	
18.12	Provide and install exhaust fan metal body 8" inch size with louvers (Pak Fan) and insect screen, patch and refinish surrounding surfaces as needed.	each		5	
18.13	Provide and install ceiling fan 56" (Pak fan) and dimmer switch.	each		5	
18.14	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old two tube 36W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	
18.15	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old single tube 36W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	
18.16	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old two tube 18W florescent	each		10	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.				
18.17	Replace old tube light fixtures. Provide and install Philips or Aslam LED fixture with same light output and color as old single tube 18W florescent fixture. Touch up paint around fixture if needed. Fixtures are to be UL, CE, SCA, ETL or ENEC certified.	each		10	
18.18	Provide and install FICO disconnect switch 100Amp on wall near ATS panel.	each		5	
18.19	Mark all panels, distribution boards, circuit breakers, & outlets for correct label (English and Urdu) for identification and troubleshooting purposes. Embassy will provide standard template to use.	Job		25	
18.20	Provide and install door bell (dingdong) locally available. Bell push shall be near at the main entrance door.	each		5	
	Provide and install electric circuit with wire 4mm² (Pakistan cable) from main panel to the required location including schedule 40 PVC electric conduit with schedule 80 fittings, hangers, clips and junction box etc., drilling of whole in walls or ceiling to pass the circuit, recessed in walls, repairs to the wall or ceiling. Dura duct size 3/4" may be used where required				
18.21 19	over the wall. HVAC services (see Section	Each Square		25 3,500	
17	C.2.7)	meter		3,300	
19.1	Repair or replace the existing split type air conditioning units. Electronic circuit/blower motor/fan motor, AC split pack unit	each		100	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	(indoor or out door or both) in a case where a replacement requires shall be provided by Embassy. Contractor shall provide copper piping, ducting, insulation and all items required to complete the job.				
19.2	Gas charging to air conditioning (split type) units. Note- No R22 units.	each		40	
19.3	Provide and install coated metal tray (size 1'-6"x3') under outdoor units with drain. Extend water outlet to the nearest drain. (approximate size of pipe 3/4" length 10 feet)	each		8	
19.4	Replace AC drain with new 3/4" PVC pipe BETA exterior grade pipe.	Linear meter		15	
19.5	Install Embassy supplied split unit air conditioners. Includes the dismantling of existing unit if there is one. All plumbing work related to air conditioners shall be performed by the contractor by using standard quality material. All material required for air conditioners (Refrigerant gas, pipe insulation, aero flex pipes, PVC pipe) shall be USA made and provided by contractor. Batteries of AC shall be replaced only with good quality, and remotes shall be installed in proper places with screw. All air conditioner drains shall be channelized in pipes to proper main holes. Pipes shall not be exposed on walk ways.	each		15	
19.6	Provide and install remote control batteries AA or AAA Duracell	each		100	
19.7	Rewire all A.C power cables in metal flex conduit separately from AC unit to nearest junction box (Existing power	Linear meter		100	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	cables are wrapped with duct tape along with refrigerants pipes altogether).				
19.8	Replace old insulation on suction line with new insulation and cladding where exposed.	Linear meter		100	
20	Carpentry services (see Section C.2.8)	Square meter		3,500	
20.1	Provide and install weather strip 2" wide, 1/4" thick rubber on all exterior doors.	each		20	
20.2	Provide and install lock on doors. Lock shall be BAGATI 500, or YANK knob lock, or AM FAULTLESS high grade locks hand type.	each		10	
20.3	Install lock on exit doors. (Embassy shall provide lock).	each		10	
20.4	Provide and install cabinets (kitchen or closets). Locks not required.	each		10	
20.5	Provide and install mesh screen of aluminum/wooden windows, repair latch and hinges	Square meter		50	
20.6	Provide and install door stopper (heavy duty, best quality)	each		15	
20.7	Provide and install door handles and hinges on cabinets and closets. (heavy duty, best quality)	each		15	
20.8	Repairs of doors and door frames, interior and exterior.	each		20	
20.9	Repairs doors that includes replacement of top plywood on both side 1/8" thick.	each		10	
20.10	Provide and replace architrave for doors and windows	Linear meter		25	
20.11	Provide and replace base board (wooden)	Linear meter		25	
20.12	Provide and install windows blinds, aluminum (blinds shall be Butterfly blinds)	Square meter		10	
20.13	Provide and install D-type curtain railing on all windows with double rod (aluminum) including fitting and	Linear meter		40	

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
	accessories. Base shall be of deodar				
20.14	Provide and install drawer's rail including accessories. The rail shall be best quality	each		20	
20.15	Replace window glass 5mm thick clear or tinted glass including fitting.	Square meter		10	
21	Roofing services (see Section C.2.9)	Square meter		1,000	
22	Gardening services (see Section C.2.10)	Square meter		1,500	
23	Masonry services (see Section C.2.11)	Square meter		1,500	
24	General Mechanical services (see Section C.2.12)	Square meter		1,500	
25	Safety Equipment services (see Section C.2.13)	Square meter		2,000	
25.1	Install smoke detectors where instructed. Embassy shall provide smoke detectors.	each		25	
26	Plumbing Services (see section C.2.5)	Square meter		1,500	
26.1	Install Embassy supplied plumbing fixtures (bathtub, shower pan, toilet, sink, shower/faucet complete set).	Each		10	
27	Pressure washing of driveways, walk ways and exterior walls			1,500	
28	Install hold-open devise for vehicle access gate			10	
29	The china cupboards and office desks hutches must be fastened to the base in two locations at the back of the unit using metal mending plates and screws.	each		25	
30	Anchor dressing mirror on wall upright centered over dresser. Confirm location with POC.	each		25	
31	Install slip resistance material on internal stairs steps.	Linear meter		50	
32	Yearly Workers' Compensation Insurance (Defense Base Act)	Per Year			

CLIN	Description of Service	Unit of Measure	Unit Price	Estimated Quantity	Total Estimated Price
Total of all line-items prices:					

MINIMUM AND MAXIMUM AMOUNTS

For each effective year of the contract, the U.S. Government guarantees a minimum order of PKR 2,000,000 worth of services. The maximum amount of services ordered under each year of the contract will not exceed PKR 40,000,000 worth of services

2.4 GRAND TOTAL PRICE

GRAND TOTAL FOR BASE + FIRST OPTIC	NI VE A D.	_
Second Option Year Total in PKR:		
First Option Year Total in PKR:		
Base Year Total in PKR:		

Price must be in Pakistani Rupee (PKR) as payment will be made in local currency.

2.5 VALUE ADDED TAX (VAT).

Value Added Tax (VAT) is <u>not applicable to this contract</u> and shall not be included in the CLIN rates or Invoices because it is not levied in Pakistan.

2.6 Special Requirements Risk Analysis Management (RAM)

Offers that fall within our competitive range require additional processing for companies wishing to do business with the U.S. Embassy in Islamabad, Pakistan.

This extra risk analysis vetting is performed on key contractor personnel; including host country, third country, U.S. citizens, and Legal Permanent Residents of the United States. The vetting process applies to all contracts, purchase orders, delivery orders, Blanket Purchase Agreements (BPAs), and BPA calls.

^{*}This amount is based on total estimated Government requirements. If more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less. Quantities are based on estimates and may vary actually.

^{**}Pakistani Rupee

A request for information will be emailed to offerors in the competitive range or selected vendors, and all interested vendors must provide all information requested in the DS Form 4184, Risk Analysis Information. Vendors are required to submit the requested data required for vetting via a secure online portal linking them to the Risk Analysis Management (RAM) office; access to the Portal and instructions for creating an account will be provided to the vendor by email.

Successful passing of vetting is one condition of receiving award. Other factors are price reasonableness and technical acceptability. Each vendor should submit the requested data via the secure online RAM portal within 3-5 days after being contacted. Vendors who do not provide the information will not be considered for contract awards.

2.7 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work	Performance Threshold
	Paragraphs	
Services. Performs all Maintenance Services set forth in the scope of work.	1 thru 3	All required services are performed and no more than one customer complaint is received per month.

- [1. SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
 - (a) Develop and maintain checklists of duties to be carried out,
- (b) Ensure these duties are carried out by the supervisory staff and senior employees, and
- (c) Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

The Contractor shall provide copies of all inspection reports to the COR.

The Contractor shall promptly correct and impove any shortcomings and/or substandard conditions noted in such inspections. The Contractor shall to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the Contractor.

- 2. STANDARD. The performance standard is that the Government receives no more than one (1) [Note to Contracting Officer: Insert other number if desired] customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.
- 3. PROCEDURES.
 - (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
 - (b) The COR will complete appropriate documentation to record the complaint.
 - (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
 - (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
 - (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
 - (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
 - (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
 - (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.]

SAFETY

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

- (a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.
 - (1) Scaffolding;
 - (2) Work at heights above 1.8 meters;
 - (3) Trenching or other excavation greater than one (1) meter in depth;

- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.
- (b) Safety and Health Requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.
- (c) *Mishap Reporting*. The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.
- (d) *Records*. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- (e) *Subcontracts*. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
- (f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.
- (1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

- (2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.
- (3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

CONTINUATION TO SF-1449, RFQ NUMBER **19PK33-22-Q-6045** SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. Scope Of Work

The U.S. Embassy, Islamabad requires a make-ready service contractor/s to perform task orders on U.S. Government owned and leased properties. The Contractor shall furnish managerial, administrative, and direct operational personnel to accomplish all work as required. Contractor must provide general contraction services for the Maintenance & Repair, Painting, Gardening and Finishing the Perimeter of vacant residences.

ENGLISH SPEAKING REPRESENTATIVE - The Contractor/s shall designate an English-speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the Government.

The designated representative shall be located on site in an office designated by the Contracting Officer during normal working hours and shall have supervision as its sole function during the times while on duty. The Contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

CONTRACT SERVICE STANDARDS – All work performed must meet all, electrical, mechanical, and building codes bases on American Standard and state regulations.

ASSIGNMENT OF PERSONNEL- The Contractor/s shall be responsible for providing qualified technicians for each trade with relevant experience to perform make-ready services for task orders issued under this contract. Helper positions do not need to meet the experience requirement. The US embassy shall retain the right to demand and receive a change in personnel assigned to the work if the agency believes that such change is in the best interest of the agency and the completion of the contracted work.

UNAUTHORISED SUB-CONTRACTING PROHIBITED:

The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this Scope of Work (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

WARRANTY: All supplied products during contract shall have a standard commercial or manufacturer's warranty.

SAFETY:

Contractor/s will abide by all safety rules set by the Embassy. Contractor/s will provide proper Personal Protective Equipment (PPE) to their workers and ensure implementation of safety practices and proper use of PPE for any particular work activities. Contractor/s will follow LOTO (lock out/tag out) and de-energized electrical circuit policy for electrical work except voltage testing/measurements.

Contractor/s will be responsible to take their workers to nearest medical facility for first aid/treatment in case his workers get injury or medical disorder at work place. Scaffolding erected for high elevation work will be inspected by POSHO/Assistant POSHO prior to work starts.

MAKE READY SERVICES – Preparation of residential units for occupancy, including all items in this contract. Vendor shall provide all equipment, materials, vehicles, services, managerial, administrative, and labor personal to accomplish work as for forth in this Statement of Work.

MAINTENANCE & REPAIR:

Leaking Faucets:

- All faucets should be operable (**no leaks**), toilet operable (**no leaks**).
- All drains should be open and no leaking waste lines.
- Laundry station should be operable.

Windows:

- Make sure that all windows, storms and primes are in place properly and are operable. **They should open, close and be able to lock.**
- All screens should be cleaned and in place without any rips or holes.
- Blinds should be in good condition and working properly.

Doors:

- All doors (interior, exterior, closets and cabinets) must be able to open and close properly without any missing hardware.
- Replace or repair wheels, tracks, hardware, door knobs, etc. so that doors are operable and function properly.
- Exterior Doors must be cleaned both on the inside and outside, including screen doors/storm doors.
- Exterior doors must be painted as necessary.
- Interior doors must be painted or shellacked as necessary.
- Check door sweeps and weather stripping. Replace where needed.
- Install doorstops throughout the unit if required.

Cover Plates:

- Replace all cracked or damaged electrical cover plates. There should be a cover on any exposed outlet. **Example: switches, receptacles, cable or telephone.**
- Do **NOT** paint cover plates.

Step Treads:

• All step treads should be down solid and even without any cracks, chips or breaks. **No tripping hazards.**

Electric Fixtures/ Outlets:

- All light fixtures should be working and with the proper globe or light shade on it. All receptacles should work. **Make sure all GFCI outlets are functioning properly.**
- All switches and outlets must work.
- Exterior fixtures, such as doorbells, lights, mailbox etc., must work.
- Replace outlets, switches, and fixtures if needed.

Smoke Alarms/ Detectors:

- All smoke alarms/detectors should be properly installed and working.
- Old and dirty smoke alarms/detectors need to be replaced.
- Install new batteries in all smoke alarms/detectors.

Floors:

- Remove and replace all bad tiles. If the floor tile terminates between rooms, there should be a transition strip. Tiles should be the same color, make, and design as the tiles being replaced.
- Eliminate any possible trip hazards and replace any bad, damaged or missing baseboards, cove base or toe strips.
- Carpeting Replacement carpeting squares should be the same make and design as that being replaced Prior approval by COR is required for any additional charges due to excessive damage not apparent on the initial inspection (more than 10% of the room). This will not affect the total turnover time without prior approval of the COR.

Ceramic Tile:

- Replace any damaged drywall or green board behind tile.
- Repair or replace any loose, broken or missing wall tile. Also grout and caulk.
- Prior approval by COR is required for any additional charges due to excessive damage not apparent on the initial inspection (more than 10% of the room). This will not affect the total turnover time without prior approval of the COR.

Water Heater:

• Make sure water heater is operating and venting properly. **Report any problems to the COR.**

Air Conditioners (AC):

- Check thermostat to make sure that it works.
- Replace filter.
- A/C surfaces and removable filters shall be cleaned
- Make sure the furnace/AC cycles properly.
- Vacuum out excess dust and check vents for excess dust. **Report any problems with the AC to the COR.**

Stove

- All burners should work including the oven.
- All knobs should be on and working.
- Range should have all of its hardware.
- Gaskets should seal properly.
- Range drip pans that are not able to be cleaned must be replaced

Refrigerator

• Must operate properly with all parts and hardware on it.

• Gaskets should seal properly.

Closets:

- Make sure all closet poles and shelves are installed.
- Closets shall be cleaned and free of debris
- Ensure closet doors are operational

Stoppers/Strainers

• All sinks should have some type of stopper or strainer installed which works properly.

Bathroom Fixtures

• All fixtures should be properly in place, such as soap dishes, towel bars, medicine cabinets, shelves, toothbrush holders, etc.

Caulking:

- Caulk where needed on counter tops, window frames, door frames, kitchen cabinets etc. In apartments caulk the base of all walls that connect two units.
- Caulk around breaker box.

General preparatory works before Painting

After the vacant unit is cleaned and necessary maintenance updates are completed, the next step in the vacant unit make ready process is to finish the perimeter of the unit by sealing it, preparing the unit for painting, and completing the painting of the unit. Special considerations for finishing the perimeter include:

Sealing of the Unit:

- IPM (Integrated Pest Management) practices must be followed
- Seal all openings, cracks, and voids where possible including but not limited to around conduits and pipes
- Caulk all baseboards.
- Caulk between kitchen cabinet trim and cabinets if your I.D. badge can slide between the trim and the cabinet.
- Secure all loose material to prevent harborages (e.g., loose trim boards, loose hinges, uncaulked trim).
- Clear silicone must be used inside all cabinets/drawers and where cove base/baseboard meets floor.
- Paintable caulking must be used where cabinets meet wall and where cove base/baseboard meets wall.
- All caulking color should match surrounding surface.
- Any voids larger than ¹/₄" cannot be caulked, additional support is needed, examples:
 - ½" round wood trim
 - Luan board
 - Expandable foam
 - Expanded foam must be trimmed or sanded
 - Various types of wood trim
 - Heat tape (range hoods)

Painting/ Preparation & Finishing:

- Remove all hangers, hooks, nails, tape, contact paper, wallpaper, borders etc.
- Take out any obvious imperfections in wall or ceilings.

- Take out imperfections around fixtures of any sort and outlets. (DO NOT PAINT electrical fixtures, switches, outlets, cover plates, sprinkler heads, and escutcheon plates.)
- Remove debris and dust from heater registers.
- Use caulk where needed on counter tops, window frames, door frames, kitchen cabinet etc.
- Inspect entire unit before you request approval for painting.

Painting:

All painted surfaces will be repainted to provide a uniform finish and shall be free from runs. Work shall be performed in accordance with all the manufacturer's recommendations. The Contractor will be responsible for correcting at his/her expense any work not accepted by COR.

- Contractor shall scrape off all flaking and/or loose paint from ceiling, walls and trim, interior and exterior doors, and exterior windowsill surfaces. Where chipped paint exists, sanding will be performed by use of various grades of sandpaper to featheredge chipped areas to allow a smooth flow of paint and prevent further chipping.
- Contractor shall perform surface preparation throughout unit on all walls and surfaces requiring painting for the application of paint; surfaces shall be prepared to be consistent with the existing surface. Contractor will paint the unit in accordance with the terms of this proposal and scope of work.
- All nails, screws, brackets, debris, etc., shall be removed. All holes in the walls, ceilings, doors, trim, etc., as well as cracks, will be properly filled, floated or caulked flush with existing surface. Finish will match all other existing finish work.
- All doors and window trim must be painted. DO NOT PAINT BUSTED DOORS. Busted
 doors must be replaced as identified. Doors include but are not limited to interior, exterior,
 and screen doors. Take Permission from COR prior to replacement if any busted door
 identified.
- Any unit may include a painted accent wall in the living room. Discuss with COR regarding Property Paint Scheme and get approvals accordingly.
- If range hoods are currently painted, and range hood paint is peeling, flaking or bubbling, paint with heat-retardant paint. DO NOT paint range hoods if not currently painted. Touch up any nicks or scrapes to appliances with appliance paint.
- DO NOT paint electric boxes, breaker boxes, or cover plates unless previously painted. DO NOT paint shut.
- Properly use drop cloths. Improper use could lead to termination of the contract and you will also be held liable for costs to restore floors, stairs, hardwood floors, VCT tile, ceramic tile, etc.

Properly clean paint equipment and wall repair materials. Do not clean paint equipment in units. Protect all drains from clogging. Contractor may be held accountable for plumbing costs incurred due to Contractor's actions. DO NOT dispose of paint in trash chutes.

Paint Specifications:

Paint shall be used approved brand (ICI, Burger,). Color shades shall be approved the COR for each residence

If the Contractor/s spills any paint, or in any way soils the floors, a specialist floor finishing company at the Contractor's expense shall perform the cleanup. After completion of the painting work, the Contractor/s shall return all furnishings to their original position and clean the work area free of litter and debris.

ROOFING SERVICES

The Contractor shall perform the following roofing services using the below checklist.

Roofing Services Check List

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check all roofs for damage,			
ponding, deterioration			
Check all roof drains			
Check roof treatment			
Check roof tank			

- (a) The Contractor shall inspect:
 - (1) The roof and eaves for leaks or other evidence of damage.
 - (2) Inspect all rain gutters and water drains for blockages and leaks and inspect all water catchers for proper positioning.
- (b) The Contractor shall make repairs to:
 - (1) The roof membrane, including patching leaks, repairing shingles, and caulking cracks in concrete.
 - (2) Rain gutters and drains

The Contractor shall furnish all skilled labor, tools, equipment, materials, and routine supplies needed for the repairs and servicing.

GARDENING SERVICES

The Contractor shall perform the following gardening services using the below checklist.

• Gardening Services Check List

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check Set Garden			
Check cutting/trimming of bushes,	rimming of bushes,		
trees, away from security wire			
Check trimming grass			

The Contractor shall:

- (a) Clean trash and debris from all lawn, yard, and garden areas. Make Soil in level. Provide seasonal flowering plants for garden.
- (b) Mow lawns, trim hedges, prune trees, and remove weeds to present a neat and orderly appearance to the areas.
- (c) Inspect sprinkling and other water delivery systems to ensure proper operation and make repairs as necessary.
- (d) Water all plants and lawns when finished.

The Contractor shall furnish all skilled labor, tools, equipment, materials and routine supplies needed for the repairs and servicing.

GENERAL MECHANICAL SERVICES

The Contractor shall perform the following general mechanical services using the below checklist.

• General Mechanical Services Check List

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check Motor block window/ shed			
Check mono block			
Check deep well pump			
Check pressure pump			
Check welding work and repair			

The contractor shall:

- (a) Inspect and repair all garage doors, fences, gates, windows, sliding doors, shed, doorstops, and interior fixtures, including door knockers, and pull cords.
 - (b) Inspect and clean all vents, including kitchen, bathroom, and dryer vents.

SAFETY EQUIPMENT SERVICES

The Contractor shall perform the following safety Equipment services using the below checklist.

• Safety Equipment Services Check List

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
Check Smoke alarms			
Check Fire extinguisher			
Check for wood borer			
Check for any termite evidence			

The Contractor shall inspect all fire extinguishers and fire extinguishing systems, smoke, heat, and carbon monoxide detectors in all areas for proper operation and report the results to the COR. Replace detectors and change batteries. Detectors and batteries shall be provided by the Embassy.

ADDITIONAL SERVICES – From time-to-time US Government may requires additional services to be performed that are not included in the total make ready of the unit or that are required separate from the total make ready of the unit. Those services may include:

- Tub Glazing, sinks, countertops (no size unit, just per each)
- General Painting (interior, exterior) flat rate for unit size and hourly rate for specialty items such as only one wall painted).
- Carpet Replacement
- Stripping and waxing floors
- Concrete repair
- Painting
- Electrical
- Fence repair
- Cabinetry
- Routine Handy Man Repairs (interior, exterior) that may include, but are not necessarily limited to:
 - Tile Repair
 - Door Adjustment Repair
 - Trim/molding
 - Drywall Repairs
 - Repairing and caulking gutters
 - Other General Maintenance and Repairs
- Minor Plumbing Services
 - Plumbing stoppage
 - Replace p-traps, stems, shower heads

Additional services shall not be performed without the prior approval of the COR and a Purchase Order or Purchase Order Number for those additional services. If additional services are required in conjunction with a unit turnover, this will not affect the total turnover time without prior approval of the COR.

QUALITY CONTROL AND INSPECTION:

Upon completion of the Make Ready the Contractor shall complete and sign the Contractor's Quality Control Certification form (included Make Ready Unit Punch list) and submit it to the COR or Maintenance Supervisor. Contractor shall email/call the COR or Maintenance Supervisor that the unit is ready for inspection. After the inspection, COR will return the punch list to the Contractor with any unsatisfactory or incomplete work marked that needs to be completed. After completing the punch list, the Contractor shall notify the COR/Maintenance Supervisor though email/phone call that the property is ready for inspection again.

Inspections shall be scheduled no later than 4:00 pm prior to the last day of the standard completion time to complete the unit, in order to be accepted within the specified time allowed. COR or Maintenance Supervisor will walk the unit with the Contractor no later than the next day when notified by contractor that the unit is ready in order to verify that the items on the punch list have been completed and the unit is ready for move-in. Contractor shall invoice FMC by keeping COR in loop; Contractor will be unable to invoice until the punch list is completed and signed off by the COR or Maintenance Supervisor.

PHYSICAL SECURITY:

- Contractor shall be responsible for safeguarding all property provided for Contractor use.
 At the close of each workday, whole facilities, property and materials shall be inspected and secured.
- The Contractor shall establish and implement methods of ensuring that all keys of the Doors are not lost or misplaced and are not used by unauthorized persons. No keys shall be used or acquired by the contractor nor duplicated. If the Contractor loses the keys to the lock, Facilities/COR will replace the lock and bill the Contractor for the cost to replace the locks.
- Contractor shall use reasonable care to clearly mark all work areas that might be expected
 to endanger the health and safety of residents, guest or any other persons. Contractor will
 provide at their own expense such signs, markers and barricades as required to identify all
 work areas and minimize inherent dangers.
- At no time shall a contractor allow anyone (prospective tenant, neighbor, etc.) other than an employee of Facilities into a unit that is being turned over.

MATERIALS AND SUPPLIES:

The Contractor must provide supervision and other items, at Contractor's own expense, all equipment, labor, necessary to perform all of the required services under this Contract and any resulting contract. US Government may, based on availability and at the discretion of the COR/maintenance supervisor, provide maintenance materials (e.g., paint, flooring, doors, etc.) with the exception of the following items, unless authorized by Facilities Manager:

- Cement bags and its aggregates
- Drywall compound
- Spackling/Plaster
- Paint brushes, rollers, drop cloths
- Adhesives
- Caulk
- Fasteners

• Door Stops

QUALIFIED STAFF:

Contractor shall have work crews, qualified by training and experience, and qualified to perform the work required. Contractor shall have adequate staff to insure make ready units are completed to include punch list items within the 10 days of purchase order. If there is a change in the level of staff as listed in the proposal, Contractor shall notify the CO/COR immediately.

The Contractor shall visually inspect the property in order to learn the characteristics of the site and to agree (in writing) with the COR as to the level of work if different than that specified in the purchase order. No plea of ignorance by the Contractor of the conditions that exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations and to agree with the COR before work commences, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirement of Make ready or the compensation to the Contractor.

Contractor shall provide a six-month warranty on all labor and workmanship.

TIME AND SCHEDULING - Time is of the essence for unit turnovers and the Contractor must show proof of understanding of contract strict timeline for 10-12 day turnover determined by unit size. The allotted time for turnover of units is determined as follows:

- Single Units House 5 Days
- Duplex with and without basements 10-12 days

In some instances, due to the nature of work to be completed, it may become necessary for the completion of work to take longer than the allotted 5- or 10-day turn around. COR shall have sole discretion in determining the amount of time to be extended due to these circumstances.

INSURANCE

AMOUNT OF INSURANCE

The Contractor is required to provide whatever insurance is legally necessary under <u>Section I</u>, 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

General Liability						
(1) Bodily injury on or off the	(1) Bodily injury on or off the site in PKRs:					
Per Occurrence	100,000.00					
Cumulative	350,000.00					
(2) Property damage on or off the site in PKRs:						
Per Occurrence	100,000.00					
Cumulative	350,000.00					

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

SECTION 2 - CONTRACT CLAUSES

- FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (OCT 2018) is incorporated by reference. (see SF-1449, Block 27A)
- <u>52.212-5</u> CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2022)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- \underline{X} (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
 - (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- __(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ___(<u>2</u>) 52.203-13, Contractor Code of Business Ethics and Conduct (<u>JUN</u> <u>2020</u>) (41 U.S.C. 3509)).
- ____(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- __(<u>4</u>) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (<u>Jun 2020</u>) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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(5) [Reserved].
          (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-
117, section 743 of Div. C).
           (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery
Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
        X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with
Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).
            (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility
Matters (OCT 2018) (41 U.S.C. 2313).
         <u>(10)</u> [Reserved].
           (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021
2020) (15 U.S.C. 657a).
           (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business
Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer)
(15 U.S.C. 657a).
           (13) [Reserved]
           <u>(14</u>)
  (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
               (ii) Alternate I (MAR 2020) of 52.219-6.
  (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
                (ii) Alternate I (MAR 2020) of 52.219-7.
            (16) 52.219-8,
                               Utilization
                                              of
                                                     Small
                                                                              Concerns (OCT
                                                                Business
2018) (15 \overline{U}.S.C. 637(d)(2) and (3)).
           (17)
  (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
             (ii) Alternate I (Nov 2016) of 52.219-9.
             __(iii) Alternate II (Nov 2016) of 52.219-9.
             ___ (iv) Alternate III (Jun 2020) of 52.219-9.
           (18) (v) Alternate IV (JUN 2020) of 52.219-9
  (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
               (ii) Alternate I (MAR 2020) of 52.219-13.
            (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637(a)(14)).
            (20) 52.219-16,
                               Liquidated
                                             Damages-Subcontracting
                                                                         Plan (SEP 2021)
(15 \text{ U.S.C. } 637(d)(4)(F)(i)).
            (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-
Aside (SEP 2021) (15 U.S.C. 657f).
           <u>(22)</u>
  (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021)
(15 U.S.C. 632(a)(2)).
               (ii) Alternate I (MAR 2020) of 52.219-28.
            (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically
Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
            (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned
Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021)
(15 U.S.C. 637(m)).
            (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR
2020) (15 U.S.C. 644(r)).
         (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).
           (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
         X (28) 52.222-19,
                               Child
                                         Labor-Cooperation
                                                                with
                                                                          Authorities
                                                                                         and
Remedies (JAN2020) (E.O.13126).
         (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
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(30)
  (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
               (ii) Alternate I (FEB 1999) of 52.222-26.
  (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
              (ii) Alternate I (JUL 2014) of 52.222-35.
           (32)
  (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
                (ii) Alternate I (JUL 2014) of 52.222-36.
         X (33) 52.222-37, Employment Reports on Veterans (<u>Jun 2020</u>) (38 U.S.C. 4212).
            (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations
Act (DEC 2010) (E.O. 13496).
        X(35)
  (i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O.
13627).
                (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
            (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order
12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain
other types of commercial items as prescribed in 22.1803.)
  (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items
(May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially
available off-the-shelf items.)
              <u>(ii)</u> Alternate
                               I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
applicable to the acquisition of commercially available off-the-shelf items.)
          (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential
Hydrofluorocarbons (Jun 2016) (E.O. 13693).
          (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration
Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
  (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s
13423 and 13514).
                (ii) Alternate I (OCT 2015) of 52.223-13.
  (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and
13514).
                (ii) Alternate I (Jun2014) of 52.223-14.
            (42) 52.223-15, Energy Efficiency in
                                                        Energy-Consuming
                                                                              Products (MAY
2020) (42 U.S.C. 8259b).
           (43)
  (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT
2015) (E.O.s 13423 and 13514).
               (ii) Alternate I (Jun 2014) of 52.223-16.
         X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While
Driving (Jun 2020) (E.O. 13513).
         <u>(45)</u> 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
         <u>(46)</u> 52.223-21, Foams (Jun2016) (E.O. 13693).
           (47)
  (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).
               (ii) Alternate I (JAN 2017) of 52.224-3.
            (48) 52.225-1, Buy American-Supplies (JAN2021) (41 U.S.C. chapter 83).
           (49)
  (i) 52.225-3.
                  Buv
                                              Trade
                           American-Free
                                                        Agreements-Israeli
                                                                               Trade
                                                                                         Act
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(JAN 2021)(41 U.S.C. chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note,

- *19 U.S.C.* 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
 - __ (ii) Alternate I (JAN 2021) of 52.225-3.
 - <u>(iii)</u> Alternate II (JAN 2021) of 52.225-3.
 - (iv) Alternate III (JAN 2021) of 52.225-3.
- ____(50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \underline{X} (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
- ___(<u>53</u>) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. <u>5150</u>).
- __(<u>54)</u> 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
 - (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- $\underline{X} (56) 52.232-29$, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___(<u>57)</u> 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \underline{X} (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).
- \underline{X} (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - __(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 - (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- $\underline{\underline{(62)}}$ 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
- (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 - __(ii) Alternate I (APR 2003) of 52.247-64.
 - (iii) Alternate II (FEB 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- __(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
- ____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ____(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

- ____(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 ____(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
 ____(7) 52.222-55, Minimum Wages Under Executive Order 14026 (JAN 2022).
- ___(7) 52.222-53, Willimum wages Under Executive Order 14026 (JAN 2022). ___(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- $\underline{}$ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 $\overline{U.S.C.}$ 1792).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)
(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 *U.S.C.* 552a).

(B) Alternate I (JAN 2017) of *52.224-3*.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (FEB 2000). As prescribed in $\underline{12.301}$ (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (JAN 2022). As prescribed in $\underline{12.301}$ (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

- (d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (<u>5 U.S.C. App.</u>), or an authorized representative of either of the foregoing officials shall have access to and right to—
- (i) Examine any of the Contractor 's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.

- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—
- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (A) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Nov 2021) (<u>41 U.S.C. 3509</u>).
- (B) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment . (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (E) <u>52.219-8</u>, Utilization of Small Business Concerns (OCT 2018) (<u>15 U.S.C. 637(d)(2) and (3)</u>), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR <u>19.702(a)</u> on the date of subcontract award, the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
 - (F) <u>52.222-21</u>, Prohibition of Segregated Facilities (APR 2015).
 - (G) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
 - (H) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (I) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (J) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.
- (K) <u>52.222-41</u>, Service Contract Labor Standards (AUG 2018) (<u>41 U.S.C. chapter 67</u>).
- (L) ____(1) <u>52.222-50</u>, Combating Trafficking in Persons (Nov 2021) (<u>22 U.S.C. chapter 78</u> and E.O 13627).

- ____(2) Alternate I (MAR 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78 and E.O. 13627</u>).
- (M) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (N) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (<u>41 U.S.C. chapter 67</u>).
- (O) <u>52.222-54</u>, Employment Eligibility Verification (Nov 2021) (Executive Order 12989).
- (P) <u>52.222-55</u>, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (Q) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
 - (R) (1) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (2) Alternate I (JAN 2017) of 52.224-3.
- (S) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302 Note</u>).
- (T) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (U) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (<u>46 U.S.C. 55305</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of clause)

Add the following clause in full text:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

(a) *Definitions*. As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and
 - (5) Any trust if-
- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
- (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

- (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.
- (2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—
- (i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and
 - (ii) Comply with paragraph (c)(1) of this clause.

- (d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.
- (e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.
 - (f) Taxes imposed under 26 U.S.C. 5000C may not be—
 - (1) Included in the contract price; nor
 - (2) Reimbursed.
- (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

TITLE AND DATE

CLAUSE

(JAN 2011)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at <u>e-CFR</u> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations (FAR) clauses are incorporated by reference:

52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE UG 2020)
	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF NTRACT (FEB 2000)
52.228-3 W	ORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5 IN	SURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6 FC	DREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39 U	NENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
	PROVIDING ACCLERATED PAYMENTS TO SMALL BUSINESS ONTRACTORS (DEC 2013)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from approximately July 01, 2022, through June 30, 2025.
- (b) All delivery orders or tsk orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when
 - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - (3) If sent electronically, the Government either
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

- a) <u>Minimum Order</u>. When the Government requires supplies or services covered by this contract in an amount of less than PKR 1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum Order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of PKR 500,000;
 - (2) Any order for a combination of items in excess of PKR 3,000,000; or
- (3) A series of orders from the same ordering office within ten (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within Three (3) days after issuance, with written notice stating the

contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed thirty-six (36) months.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. (End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule Continuation*; or,
- (b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
 - (b) Invoice Submission. The Contractor shall submit invoices in an original and copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor shall submit invoice after completion of each month and services are performed. The Contractor should expect payment 30 days after completion of service or 30 days after receipt of invoice Invoices can also be sent via email to IslamabadFMC-invoices@state.gov

(c) Contractor Remittance Address. The Gove contractor's address stated on the cover page of this	1 7
address is shown below:	
(End of cla	nuse)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

(a) The Department of State observes the following days as holidays:

New Year's Day Martin Luther King's Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans Day Thanksgiving Day Christmas Day Eid-ul-Azha (Pakistan) 2 days 9th & 10th Muharram (Pakistani) 2 days Pakistan Day (Pakistani) Eid I Milad un Nabi (Pakistani) Labor Day (Pakistani) Independence Day (Pakistani) Eid ul Fitr (Pakistani) 2 days Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
 - (a) The COR for this contract is **Facilities Engineer**.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEP 2021), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

A.1.A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm [

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- 1. List of clients over the past <u>5-6</u> years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Pakistan then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- 2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- 3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- 6. The offeror's strategic plan for make ready services (maintenance) to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at <u>e-CFR</u> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISIONTITLE AND DATE

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.237-1 SITE VISIT (APR 1984)

If pre-bid site visit requested, details will be communicated to the interested offerors. Please request for site visit on or before April 28, 2022 with complete name and CNIC numbers to the following email address.

Islamabad-GSO-Contracting@state.gov

The following DOSAR provision(s) is/are provided in full text: 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

- (a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:
- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

- (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Supervisory General Services Officer, at 051-201-4000.. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(i) of the provision at 52.212–3.

(a) *Definitions*. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- (b) *Prohibition*.
- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
 - (i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
 - (i)Prohibit the head of an executive agency from procuring with an entity to provide a

service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (d) Representation. The Offeror represents that—
- (1)It \square will, \square will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
- (2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It \Box does, \Box does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

- (A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
 - (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

- (B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

- (A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
 - (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

- (A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION (OCT 2020)

- (a) *Definitions*. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

- (c) *Representations*. (1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-30FFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2021)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

(a) *Definitions*. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following:

ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under <u>6 U.S.C. 395(b)</u>, applied in accordance with the rules and definitions of <u>6 U.S.C. 395(c)</u>.

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of

military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veteransor, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in <u>38 U.S.C. 101(2)</u>, with a disability that is service connected, as defined in <u>38 U.S.C. 101(16)</u>.

Small business concern—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM
- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[[]Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
- (1) *Small business concern*. The offeror represents as part of its offer that it \square is, \square is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \Box is, \Box is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \Box is, \Box is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it \Box is, \Box is not a small disadvantaged business concern as defined in 13 CFR124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \Box is, \Box is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-
- (i) It \square is, \square is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It \Box is, \Box is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _______.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-
(i) It \Box is, \Box is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
Note: Complete paragraphs $(c)(8)$ and $(c)(9)$ only if this solicitation is expected to exceed the simplified acquisition threshold.
(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents that it \Box is a women-owned business concern.
(9) <i>Tie bid priority for labor surplus area concerns</i> . If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents, as part of its offer, that—
(i) It \square is, \square is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
(ii) It \square is, \square is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(1) Previous contracts and compliance. The offeror represents that (i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(d) Representations required to implement provisions of Executive Order11246-

- (ii) It \Box has, \Box has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that-
- (i) It \Box has developed and has on file, \Box has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It \Box has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) <u>52.225-1</u>, Buy American-Supplies, is included in this solicitation.)

(1)

- (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.
- (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR <u>52.225-3</u>, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

- (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.
- (B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
- (ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR <u>52.225-3</u> is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

	Canadian End Products:
	Line Item No.
•	

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR <u>52.225-3</u> is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

Line Item No.	Country of Origin

[List as necessary]

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at <u>52.225-3</u> is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR <u>52.225-5</u>, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1) \Box Are, \Box are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) \Box Have, \Box have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

- (3) \square Are, \square are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) \Box Have, \Box have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
- (1)
 In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

- (2) □ Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
- (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror \Box does \Box does not certify that—
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR $\underline{22.1003-4}(c)(2)(ii)$) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) Certain services as described in FAR $\underline{22.1003-4}(d)(1)$. The offeror \Box does \Box does not certify that-
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR <u>22.1003-4(d)(2)(iii)</u>);
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) *Taxpayer Identification Number (TIN)* (<u>26 U.S.C. 6109</u>, <u>31 U.S.C. 7701</u>). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3)) Taxpayer Identification Number (TIN).
	TIN:
	TIN has been applied for.
	TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name
TIN
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.
(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
(2) Representation. The Offeror represents that—
(i) It \square is, \square is not an inverted domestic corporation; and
(ii) It \square is, \square is not a subsidiary of an inverted domestic corporation.

- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
- (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at <u>CISADA106@state.gov</u>.
- (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-
- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR <u>25.703-2(a)(2)</u> with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).
- (1) The Offeror represents that it \Box has or \Box does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph $(p)(1)$ of this provision, enter the following information:
Immediate owner CAGE code:
Immediate owner legal name:
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: \square Yes or \square No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code:
Highest-level owner legal name:
(Do not use a "doing business as" name)
(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
(1) As required by sections 744 and 736 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—
(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

- (i) It is \Box is not \Box a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is \Box is not \Box a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at <u>52.204-16</u>, Commercial and Government Entity Code Reporting.)
- (1) The Offeror represents that it \square is or \square is not a successor to a predecessor that held a Federal contract or grant within the last three years.
- (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:____.

(Do not use a "doing business as" name).

- (s) [Reserved].
- (t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).
- (1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.
 - (2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].
- (i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
- (ii) The Offeror (itself or through its immediate owner or highest-level owner) \square does, \square does not publicly disclose a quantitative greenhouse gas emissions reduction

goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

- (iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
- (3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_______.

(u)

- (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- (v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.
- (1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
 - (2) The Offeror represents that—

- (i) It \square does, \square does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (ii) After conducting a reasonable inquiry for purposes of this representation, that it \Box does, \Box does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—
- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
- (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C

tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

- (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

 (1) It [__]is [__]is not a foreign person; and

 (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [Offeror shall select one] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—
- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.
- (f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.
- (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at <u>e-CFR</u> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

Attachments:

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

EXHIBIT 1	LIST OF CURRENTLY HELD RESIDENTIAL PROPERTIES
EXHIBIT 2	SAMPLE TASK ORDER FORM
EXHIBIT 3	LIST OF PROPERTIES REQUIRING MAKE-READY SERVICES IN THE PREVIOUS CALENDAR YEAR
EXHIBIT 4	GOVERNMENT FURNISHED PROPERTY (GFP)
EXHIBIT 5	TECHNICAL SPECIFICATIONS AND CHECKLISTS
EXHIBIT 6	CONTRACTOR FURNISHED PROPERTY
EXHIBIT 7	MONTHLY REPORT FORM
EXHIBIT 8	SAMPLE BANK LETTER OF GUARANTY

List of Currently Held Residential Properties

List of properties cannot be shared at this stage but it consists of more than one hundred (100) properties located in various sectors of Islamabad.

EXHIBIT 2Sample of information that Task Order will contain

Task Order #	P	age 1 of	
Issuing office			
Property # or address Period of performance		ssued Date:	
Unit:			
Line item #	Description	Unit cost	Line item total
Contracting Officer's s	<u>ignature</u>		
Total cost			

LIST OF PROPERTIES REQUIRING MAKE-READY SERVICES IN THE PREVIOUS CALENDAR YEAR

List of properties requiring make-ready services cannot be shared but the approximate number of properties which went under make-ready in last one year is 100. It includes large and medium size houses.

GOVERNMENT FURNISHED PROPERTY (GFP)

The following is list of properties that U.S. Government will furnish:

- 1. Electrical water heaters
- 2. Water filters
- 3. GFCIs 10mA tripping, 16Amp sockets
- 4. Filters for split type air conditioning units, 2 ton capacity
- 5. Electronic circuit/blower motor/fan motor for ACs
- 6. Reverse cycle split type air conditioners
- 7. Exit door locks
- 8. Door viewer for exterior doors
- 9. Smoke detectors
- 10. Spare parts covering section C.2.5, C.2.6, C.2.7, C.2.8, C.2.9, C.2.11 and C.2.13

TECHNICAL SPECIFICATIONS AND CHECKLISTS

Plumbing Services Check List

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check bibcock			
Check bottle trap			
Check hand shower			
Check tape			
Check flush tank			
Check shower			
Check Bab cock			
Check flexible pipes			
Check mixtures			
Check Water closet			
Check bath tub			
Check bottle trap			
Check float drain			
Check Strainer			
Check tub stopper			
Check chain plug			
Check wash basins			
Check Sank			
Check basin waste			
Check water distiller			
Check services,			
Check Curtain rod			

• Electrical Services Check List

Item	Completed		Notes
	Yes	No	
Check and clean all electrical items			
Check sockets			
Check switches			
Check pedestal fan			
Check ceiling fans and dimmers			
Check exhaust fans			
Check door bell	•		
Check all lights	•		

Check all wires connections		
Check security lights		
Check main panel		
Check Grounding		
Check main switches		
Check table lamp		
Check auto switch		
Check GFCI breakers		
Check All appliances		

• HVAC Services Check List

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check Ac service			
Check filters			
Check and trouble shoot the system			
Check gas charging			
Check ac protector			
Check drain line			
Check out door tray			
Check pipe insulation			
Check electrical connections			

• Carpentry Services Check List

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check all doors			
Check all cabinets			
Check all closets			
Check all mirrors			
Check all locks			
Check weather striping			
Check dead bolts			
Check tower bolts			
Check bath accessories			
Check all windows			
Check curtain relaying			
Check window blinds			
Check window escape hatch pull			
handles			

• Roofing Services Check List

Item	Comp	oleted	Notes
	Yes	No	
Check all roofs for damage,			
ponding, deterioration			
Check all roof drains			
Check roof treatment			
Check roof tank			

• Gardening Services Check List

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check Set garden			
Check cutting/trimming of bushes,			
trees, away from security wire			
Check trimming grass	•		

• Masonry Services Check List

Note: Check and make sure all items are in working condition.

Item	Completed		Notes
	Yes	No	
Check bath tile			
Check floor tile			
Check for wall cracks, crumbling			
Check driveways, walkways			
Check roof cracks			

• General Mechanical Services Check List

Item	Completed		Notes
	Yes	No	
Check Motor block widow			
Check mono block			
Check deep well pump			
Check pressure pump			
Check welding work			

• Safety Equipment Services Check List

Item	Completed		Notes
Check Smoke alarms			
Check Fire extinguisher			
Check for wood borer			
Check for any termite evidence			

CONTRACTOR FURNISHED PROPERTY

The Contractor shall use only <u>environmentally-preferred chemical cleaning products</u>. The Contractor shall identify products by brand name for each of the following product types:

(a) All-purpose cleaner:	
(b) General degreaser:	
(c) General disinfectant:	
(d) Graffiti remover:	
(e) Chrome and brass cleaner/polish:	
(f) Glass cleaner:	
(g) Floor Stripper:	
(h) Floor finisher:	
(i) Solvent spotter:	
(j) Gum remover:	
(k) Bathroom disinfectant:	
(l) Bathroom cleaner:	
(m) Bathroom deodorizers:	
(n) Urinal deodorizers:	
(o) Lime and scale remover:	

In addition, the contractor shall provide the material but not limited to the following against CLINs.

- 1 All kind of paint (ICI or burger)
- 2 Resin or plastic-based paint/Kitz
- 3 Varnishing/shellacking
- 4 Textured paint
- All accessories for the installation of water heaters to include with 6" high stand fabricated by 1-1/2"x1-1/2" MS angle, black painted, 3 each valve(Kitz grade-1) 3/4" size, 3 each union 3/4", all other accessories such as tees, elbow, barrel nipples, and pipe 3/4" about 10feet. Electrical connection with 6mm cable Pakistan cable, dura duct, grounding wire, 30 Amp beaker for DB and earth leakage breaker exterior grade with cover near the heater. Provide materials for cover over heater. Contractor will install Temperature and Pressure relief Valve (TPRV) and TPRV drain piping.
- 6 All accessories for install of water filter to include elbows, connectors, valves etc.
- 7 Metal Table
- 8 Small metal shed
- 9 Copper grounding rod including wire
- Sockets and switches. Provide and install SOKO/EURO type two with ground (Clipsal-Australia) including box
- 11 Breakers (Legrand) 20Amp
- 12 Breakers (Legrand) 16Amp
- Ground wires 2.5mm² (Pakistan cable) including dura duct size 3/4"
- Wire 4mm² (Pakistan cable)
- Wire 4mm² (Pakistan cable) including dura duct size 3/4".

- Wire 2.5mm² (Pakistan cable) with connection box including dura duct size 3/4".
- 17 RADAR Liquid level control switch ST-70ab. Made in Taiwan)
- Exhaust fan metal body 8" inch size with louvers (Pak Fan)
- 19 Ceiling fan 56" (Pak fan).
- 20 LED light fixtures diffuser type. Double rod 36W each, 4' long
- 21 LED light fixtures diffuser type. Single rod 36W each, 4' long
- LED light fixtures diffuser type. Double rod 18W each, 2' long
- 23 LED light fixtures diffuser type. Single rod 18W each, 2' long
- 24 FICO disconnect switch 100Amp
- 25 Metal tray (size 1'-6"x3') under outdoor units with outlet.
- 26 3/4" PVC pipe BETA exterior grade pipe.
- 27 American standard, refrigerant gas, insulation tape, aero flex pipes, duct tape, PVC pipe
- 28 Remote control batteries AA and AAA Duracell
- Weather strip 2" wide, 1/4" thick rubber
- 30 Lock BAGATI 500, or YANK knob lock, or AM FAULTLESS high grade locks hand type
- 31 Cabinets and lock for cabinets KG or 808
- 32 Mesh screen of aluminum/wooden windows
- 33 Door stopper (heavy duty, best quality)
- Door handles and hinges on cabinets and closets. (heavy duty, best quality)
- 35 Plywood 1/8" thick deodar or teak
- Wooden architrave
- Wooden base board
- Windows blinds, aluminum (blinds shall be Butterfly blinds)
- 39 D-type curtain railing with double rod (aluminum) including fitting and accessories. Base shall be of deodar wood
- 40 Heavy duty drawers rail including accessories
- 41 Window glass 5mm thick clear or tinted glass including fitting.
- 42 Doorbell (Dingdong)
- 43 Wire 6mm²
- Wire 10mm²
- 45 Conduit sch. 40 PVC exterior grade electric conduit
- 46 Sch. 80 fittings, hangers, clips etc.

EXHIBIT 7 - MONTHLY REPORT

N	Monthly Report for the Mo	onth of	
	U.S. EMBASSY,		
1. Services Requested	During the Month:		
Task Order	Location/Description	<u>Dates</u>	<u>Status</u>
2. Other Notes (include	e task order number):		
A. Problems Encou			
B. Major Repairs I	Needed:		
C. Major Repairs I	Made [Note to Contracting	g Officer: include in fo	rm if applicable to th
contract]:		, and the second	v 11

D. <u>Recommendations</u> :	
Signed by	Date

EXHIBIT 8 - SAMPLE LETTER OF BANK GUARANTY
Place [] Date []
Contracting Officer
U.S. Embassy, [Post name]
[Mailing Address]
Letter of Guaranty No
SUBJECT: Performance and Guaranty
The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.
The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.
The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.
This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.
Depository Institution: [name]
Address: Representatives: Location:
Representatives: Location: State of Inc.:
Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.